

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IRON MOUNTAIN INFORMATION	)	
MANAGEMENT, INC.,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION NO. 05-10979-DPW
v.	)	
	)	
L&L TEMPORARIES, INC., ET AL.,	)	
	)	
Defendants.	)	
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FLEXIBLE FUNDING, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION No. 05-12071-DPW
	)	
IRON MOUNTAIN INFORMATION	)	
MANAGEMENT, INC.,	)	
	)	
Defendant and Third-Party	)	
Plaintiff,	)	
	)	
v.	)	
	)	
L&L TEMPORARIES, INC. and	)	
SUSAN YERDON,	)	
	)	
Third-Party Defendants.	)	
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**AFFIDAVIT OF SAMUAL A. MILLER**

I, SAMUAL A. MILLER, first being duly sworn, hereby depose and say:

1. I am an associate with the law firm of Sullivan & Worcester LLP ("S&W") in Boston, Massachusetts, counsel to Plaintiff, Defendant, and Third-Party Plaintiff Iron Mountain Information Management, Inc. ("Iron Mountain") in the above-captioned matter. I am admitted

to practice as an attorney of the Commonwealth of Massachusetts and I am a member of the bar of this Court.

2. Except where otherwise indicated, I make this affidavit from facts within my personal knowledge and I believe all matters set forth herein to be true, correct and complete.

3. I have been assisted from time to time in the representation of Iron Mountain in this action by certain other attorneys and paraprofessional personnel at S&W.

4. I am familiar with the recordkeeping methods and facilities of S&W regarding time devoted by attorneys and paraprofessional personnel and disbursements made on behalf of clients in given cases. I am personally familiar with the time devoted by attorneys and paralegals and disbursements made in connection with the firm's representation of Iron Mountain since January 2005, in connection with the above-captioned litigation.

5. Attached to this affidavit as **Exhibit A** is a summary of fees for legal services and advice in connection with this litigation. This summary was generated on the basis of computer time printouts generated by S&W's accounting department. This computer-generated information is kept in the ordinary course of the firm's business and thereafter is billed to the client. As of May 5, 2006, in connection with this litigation, S&W has billed Iron Mountain \$86,032.50 in legal fees.

6. All of S&W's bills to Iron Mountain have been calculated at a discount from the firm's standard hourly rates for the lawyers and paraprofessional personnel who have performed services for or on behalf of Iron Mountain. In my professional opinion, S&W's bills to Iron

Mountain represent fair and reasonable charges for the services performed in connection with these complex, multi-party and multi-jurisdiction cases.

7. The standard hourly rates referred to above are established periodically by S&W for each of the partners, associate attorneys and paraprofessional personnel in the firm. These rates are established to take into account the experience, ability and reputation of each of the firm's personnel, as well as such factors as individual productivity and the demand for services in each individual's area of specialization. The standard hourly billing rates fixed from time to time by S&W also reflect the billing rate for services by the firm necessary to enable S&W to pay salaries to its associate attorneys and paraprofessional personnel at levels prevailing in Boston and to cover and pay for such items of overhead as rental of office space, wages of secretarial, clerical, bookkeeping, library, messenger and photocopy personnel, computerized word processing and other equipment expense, general and professional liability insurance coverage, maintenance of a professional library and computer-assisted research facilities, office supplies, electricity and local telephone service, and other costs not expressly attributable to the requirements of a specific client and, accordingly, properly included in overhead.

8. On or about April 13, 2005, Flexible Funding filed suit against Iron Mountain in the Superior Court of the State of California, County of San Francisco, Civil Action No.: CGC 05440374 (the "California State Action") alleging, among other things, that Iron Mountain misdirected certain payments to L&L.

9. On or about May 20, 2005, the California State Action was removed to the United States District Court for the Northern District of California, San Francisco Division, as Civil Action No. C 05-02082 JSW (the "California Federal Action").

10. On May 11, 2005, Iron Mountain filed the Complaint for Interpleader, Declaratory Judgment and Injunctive and Compensatory Relief (the “Interpleader Complaint”) against L&L Temporaries, Inc. (“L&L”) and another alleging, among other things, claims against L&L for breach of contract, misrepresentation and willful and knowing violations of Mass. Gen. Laws ch. 93A. The Interpleader Complaint was filed and entered on the docket of this case as **Docket Number 1**.

11. On May 16, 2005, the summons and a copy of the Interpleader Complaint were served upon L&L. The return of service evidencing service of the Interpleader Complaint was filed and entered on the docket of this case as **Docket Number 2**.

12. On June 9, 2005, Iron Mountain filed the First Amended Complaint for Interpleader, Declaratory Judgment and Injunctive and Compensatory Relief (the “Amended Interpleader Complaint”) which asserted claims against L&L for, among other things, breach of contract, misrepresentation and willful and knowing violations of Mass. Gen. Laws ch. 93A. The Amended Interpleader Complaint was filed and entered on the docket of this case as **Docket Number 4**.

13. On June 15, 2005, the summons and a copy of the Amended Interpleader Complaint were served upon L&L. The return of service evidencing service of the Amended Interpleader Complaint was filed and entered on the docket of this case as **Docket Number 7**.

14. On December 9, 2005, Iron Mountain filed a Third-Party Complaint (the “Third-Party Complaint”) against L&L and Susan Yerdon (“Yerdon” and, together with L&L, the “Third-Party Defendants”) alleging, among other things, claims for misrepresentation, common

law indemnification and willful and knowing violations of Mass. Gen. Laws ch. 93A. The Third-Party Complaint was filed and entered on the docket of this case as **Docket Number 25**.

15. On December 14, 2005, the summons and a copy of the Third-Party Complaint were served upon L&L. The return of service evidencing service of the Third-Party Complaint upon L&L was filed and entered on the docket of this case as **Docket Number 27**.

16. On December 16, 2005, the summons and a copy of the Third-Party Complaint were served upon Yerdon. The return of service evidencing service of the Third-Party Complaint upon Yerdon was filed and entered on the docket of this case as **Docket Number 28**.

17. The time within which (i) L&L was required to serve an answer or otherwise defend or respond to the Amended Interpleader Complaint and (ii) the Third-Party Defendants were required to serve an answer or otherwise defend or respond to the Third-Party Complaint has expired.

18. To date, L&L still has failed to plead or otherwise defend against the Interpleader Complaint or the Amended Interpleader Complaint.

19. To date, the Third-Party Defendants still have failed to plead or otherwise defend against the Third-Party Complaint.

20. On March 3, 2006 this Court entered a stipulation of dismissal as to all claims by and against Iron Mountain, Flexible Funding and the IRS in the Consolidated Action.

21. In February 2006, Iron Mountain and Flexible Funding, LLC executed a Settlement Agreement and Release, which provided, among other things, that Iron Mountain

would pay Flexible Funding \$85,000. A copy of that Settlement Agreement and Release and the check showing the payment of the settlement amount to Flexible Funding are attached hereto as **Exhibit B.**

22. Neither L&L nor Yerdon is an infant or an incompetent person.

23. To the best of my knowledge and upon information and belief, neither L&L nor Yerdon is in the military service of the United States or its Allies, as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

24. On April 5, 2006, the Court entered a default against L&L and Yerdon.

Signed under the pains and penalties of perjury this 5<sup>th</sup> day of May, 2006.

/s/ Samuel A. Miller  
Samual A. Miller

**Certificate of Service**

I hereby certify that a true copy of this **Affidavit** and the attached **Exhibits A and B** were served upon the following persons by the method indicated on May 5, 2006.

Kenneth R. Reisman, Esq.  
997 Chestnut Street  
Newton Upper Falls, Massachusetts 02464

*Attorney for L&L Temporaries and Susan Yerdon*  
(by FedEx)

Susan Yerdon  
1 Riverview Boulevard, #4-203  
Methuen, Massachusetts 01844  
(by FedEx)

L&L Temporaries  
101 Tremont Street  
Boston, Massachusetts 02108  
(by Hand)

/s/ Samuel A. Miller

# **EXHIBIT A**



<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
3/10/2005	Varn, Larry L.	1.20	\$600.00	Telephone conference with Mr. Watzke regarding L&L Temporaries, Flexible Funding, etc.; receipt and preliminary review of file materials from Mr. Watzke; confer with Mr. Miller and call to Mr. Watzke re issues, UCC sections, etc.; follow-up telephone conference with Mr. Watzke.
3/10/2005	Miller, Samuel A.	1.60	\$472.00	Meet with L. Varn and research regarding Article 9 issues for L&L matter.
3/11/2005	Varn, Larry L.	0.60	\$300.00	Review contracts between IMIM (and IMIM/Boston) and L&L Temporaries and accompanying cover memo from Mr. Watzke; various emails pertaining thereto.
3/14/2005	Varn, Larry L.	1.10	\$550.00	Further review of two agreements between IMIM and L&L and other materials delivered from Watzke; various emails pertaining to matter; review additional documents (canceled checks, etc.) from Watzke, and telephone call from Mr. Watzke pertaining thereto; receipt and initial review of draft letter from G. Watzke to S. Baldwin at Euler Hermes.
3/14/2005	Miller, Samuel A.	1.40	\$413.00	Review materials from client regarding L&L matter.
3/15/2005	Varn, Larry L.	1.10	\$550.00	Review additional information from G. Watzke; review and comment on draft letter to S. Baldwin at Euler Hermes; forward revised draft to Mr. Watzke; conference call with Mr. Watzke pertaining thereto; email to Mr. Watzke regarding pertinent provisions of UCC Art. 9.
3/15/2005	Miller, Samuel A.	1.90	\$560.50	Phone call and meet with L. Varn regarding L&L matter; research regarding Article 9 for L&L matter; revise and edit letter regarding L&L matter.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
3/16/2005	Varn, Larry L.	1.00	\$500.00	Review facts regarding "stickered" checks, etc.; telephone conference with Mr. Watzke; review letter from Rosenstein; review and file final letter from Ms. Baldwin; review further email from Mr. Watzke; review email from Mr. Andrusko regarding conversation with owner of L&L.
3/16/2005	Miller, Samual A.	0.30	\$88.50	Draft letter to Flexible Funding attorney for L&L matter.
3/17/2005	Varn, Larry L.	1.10	\$550.00	Review email memo from Mr. Watzke regarding telephone conferences with Mr. Sheridan; review and revise SAM's draft of a letter to Mr. Rosenstein, and review relevant UCC sections and commentary in connection therewith; email memo to Mr. Watzke transmitting the same; review final letter from G. Watzke; receipt and review of email from Rosenstein to Watzke, reply thereto; telephone conference with Watzke pertaining thereto.
3/17/2005	Miller, Samual A.	0.90	\$265.50	Draft letter to Flexible Funding attorney regarding L&L matter; meet with L. Varn regarding status of and strategy for L&L matter.
3/18/2005	Varn, Larry L.	0.10	\$50.00	Further review of email from Mr. Rosenstein, and forward to S. Miller.
3/21/2005	Miller, Samual A.	0.50	\$147.50	Review materials from L&L matter.
3/22/2005	Varn, Larry L.	0.60	\$300.00	Review 2 letters from Shelly Baldwin of Euler Hermes and accompanying documents and memorandum from Mr. Watzke; telephone conference with Mr. Watzke regarding internal reconciliation of L&L invoices, etc.
3/22/2005	Miller, Samual A.	0.80	\$236.00	Review letter from S. Baldwin regarding L&L matter; phone call with L. Varn regarding status of L&L matter.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
3/29/2005	Varn, Larry L.	0.30	\$150.00	Review and forward email from G. Watzke regarding draft response to S. Baldwin at Euler Hermes; telephone conference with Mr. Miller pertaining thereto and possible fraudulent invoices and forged check screens.
3/30/2005	Miller, Samuel A.	3.00	\$885.00	Research regarding and review, revise and edit draft letter to S. Baldwin, Collector II, regarding L&L matter.
3/30/2005	Varn, Larry L.	1.40	\$700.00	Detailed review of draft letter from Watzke to Baldwin and various prior communications, pertinent documents, etc.; meet with Mr. Miller pertaining thereto; revise (2x) draft letter; review UCC Art. 9 provisions bearing on the issues; email memo to Mr. Watzke transmitting revised draft; telephone conferences with Mr. Watzke.
3/31/2005	Miller, Samuel A.	0.20	\$59.00	Meet with L. Varn regarding status of L&L matter.
3/31/2005	Varn, Larry L.	0.60	\$300.00	Telephone conference with Mr. Watzke; receipt and review of correspondence from Watzke to Baldwin and accompanying additional evidentiary materials.
4/24/2005	Varn, Larry L.	0.20	\$100.00	Review and reply to email from Mr. Watzke regarding Flexible Funding litigation.
4/25/2005	Miller, Samuel A.	0.20	\$59.00	Meet with L. Varn regarding status of L&L matter.
4/25/2005	Varn, Larry L.	0.60	\$300.00	Review and reply to email from Mr. Watzke regarding Flexible Funding litigation; receipt and preliminary review of complaint; telephone conferences with Mr. Watzke pertaining thereto.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
4/26/2005	Varn, Larry L.	0.70	\$350.00	Further review of complaint; outline potential strategy of removal, interpleader, etc., and email to client pertaining thereto; call from Mr. Linfesty regarding the same.
4/29/2005	Varn, Larry L.	0.30	\$150.00	Telephone conference with and emails with Mr. Watzke regarding possible settlement, strategy, etc.
5/2/2005	Bullock, Christopher C.	0.50	\$82.50	Search at MA USDC for cases filed by Flexible Funding none found – e-mail to/from and meeting with S. Miller on same; search of San Francisco Superior Court for cases filed by Flexible Funding – 2 located – dockets to S. Miller for review.
5/2/2005	Varn, Larry L.	0.50	\$250.00	Review email from Fred Linfesty; various emails regarding possible conference call with California counsel; review docket search results for other possible F.F. cases.
5/3/2005	Miller, Samuel A.	4.70	\$1,386.50	Draft complaint against L&L and Flexible Funding; conference call with client and California counsel regarding status of and strategy for matter; research regarding interpleader actions and removal of state court cases to federal court.
5/3/2005	Varn, Larry L.	0.60	\$300.00	Conference call with California counsel and Mr. Linfesty.
5/4/2005	Miller, Samuel A.	0.80	\$236.00	Phone call with L. Varn regarding status of and strategy for L&L and Flexible Funding matters; review rules regarding acceptance of service of complaint.
5/5/2005	Miller, Samuel A.	2.0	\$590.00	Draft interpleader complaint against L&L and Flexible Funding.
5/5/2005	Varn, Larry L.	0.40	\$200.00	Conferences regarding interpleader action and jurisdictional allegations; review email from Mr. Pesca.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
5/6/2005	Miller, Samuel A.	3.00	\$885.00	Draft interpleader complaint against L&L and Flexible Funding; conference call with client regarding status of and strategy for L&L and Flexible Funding matter.
5/6/2005	Varn, Larry L.	1.10	\$550.00	Conference call with Mr. Linfesty and California counsel to discuss strategy, forthcoming Interpleader complaint, 1404 transfer motion, etc.; review and revise draft interpleader complaint; review email facts from Mr. Linfesty.
5/7/2005	Varn, Larry L.	0.60	\$300.00	Review and comment on draft complaint and email revised draft to Mr. Miller; various emails pertaining thereto.
5/8/2005	Varn, Larry L.	0.50	\$250.00	Emails with Mr. Miller and review of documents regarding potential need to join Euler Hermes ACI in interpleader complaint.
5/9/2005	Miller, Samuel A.	1.80	\$531.00	Draft interpleader complaint against L&L and Flexible Funding.
5/9/2005	Varn, Larry L.	1.50	\$750.00	Review updated draft of proposed complaint for interpleader, etc., and revise same; emails with Mr. Miller; telephone conference and emails with Mr. Miller regarding issues pertinent to Euler Hermes ACI; review further updated draft of complaint and emails pertaining thereto; review comments and additional information received from Mr. Linfesty; review further email from Mr. Linfesty.
5/10/2005	Varn, Larry L.	0.70	\$350.00	Receipt and review of subpoena to B of A pertinent to L&L accounts with B of A, Fleet, etc.; emails with California counsel and others pertaining thereto; receipt and review of additional comments from Mr. Linfesty on the interpleader complaint; review updated draft of complaint.
5/10/2005	Miller, Samuel A.	1.50	\$442.50	Revise and amend complaint against L&L and Flexible Funding.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
5/11/2005	Varn, Larry L.	1.00	\$500.00	Review and comment on final version of interpleader complaint; various conferences with Mr. Miller regarding jurisdiction, venue issues, etc.; review and reply to email from S. Yerdon (forwarded by Linfesty) regarding L&L.
5/11/2005	Bullock, Christopher C.	1.50	\$247.50	Meeting with S. Miller regarding filing of interpleader complaint; preparation of package for filing; to MA USDC to file complaint and pick up summonses; court-stamped copies to J. Carey; preparation of summonses for L&L Temporaries, Inc. and Flexible Funding, LLC and to C. Carlson to type up.
5/12/2005	Varn, Larry L.	0.60	\$300.00	Review and comment on draft email from Mr. Miller to defense counsel regarding filing of interpleader case; review various emails from California counsel.
5/12/2005	Miller, Samuel A.	0.30	\$88.50	Email opposing counsel regarding filing of L&L and Flexible Funding Interpleader Action and seeking acceptance of service.
5/13/2005	Varn, Larry L.	0.50	\$250.00	Review various ECF notices from federal court; review email chain with Mr. Miller.
5/13/2005	Baird, Kathleen B.	0.60	\$114.00	Check U.S.D.C. report of civil cases for listing of case against L&L Temporaries; attention to S. Miller email regarding case report incorrectly identifying case filed 5/11/05; check PACER etc. and report to S. Miller on correction made.
5/16/2005	Varn, Larry L.	0.30	\$150.00	Instructions regarding service of process; review correspondence from Mr. Sheridan; review memo regarding Rosenstein call, etc.
5/16/2005	Bullock, Christopher C.	0.90	\$148.50	Preparation of summons packages for service on Flexible Funding and L&L Temporaries.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
5/17/2005	Bullock, Christopher C.	1.00	\$165.00	Preparation of Waiver of Service form for Flexible Funding and meeting with S. Miller on same; draft of cover letter to attorney Rosenstein, review of same by S. Miller and to C. Carlson to mail out with summons, complaint, Waiver of Service and postage-paid return envelope.
5/18/2005	Bullock, Christopher C.	0.20	\$33.00	E-mails from-to S. Miller regarding filing of Summons with Return of Service for L&L Temporaries.
5/19/2005	Varn, Larry L.	0.80	\$400.00	Review Suffolk docket re Flexible's suit against L&L; various emails; receipt and review of letter from Rosenstein, and telephone conference with S. Miller pertaining thereto; review updated information from Suffolk docket.
5/19/2005	Bullock, Christopher C.	0.50	\$82.50	Meeting with S. Miller regarding L&L Temporaries service – call to Beacon Hill Research on same - information to S. Miller; call from George at Beacon regarding Flexible Funding Suffolk document retrieval; e-mail to S. Miller (cc: N. Ciaccio and C. Carlson) and follow up e-mail to Beacon with Friday contact information.
5/19/2005	Miller, Samual A.	0.30	\$88.50	Review proof of service on L&L for Interpleader Action; review correspondence regarding L&L and Flexible Funding; review docket for L&L and Flexible Funding Suffolk county matter.
5/20/2005	Varn, Larry L.	0.50	\$250.00	Review letter agreement between Flexible Funding and L&L and instruction letter to IRM; review and reply to email from California counsel.
5/23/2005	Miller, Samual A.	1.00	\$295.00	Conference call with California counsel regarding L&L and Flexible Funding matter.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
5/23/2005	Varn, Larry L.	0.80	\$400.00	Review stipulation regarding California federal action; various emails regarding potential for settlement; confer with Mr. Miller re same.
5/24/2005	Bullock, Christopher C.	0.50	\$82.50	Meeting with S. Miller on Flexible Funding Waiver of Service; scanning of Flexible Funding summons and Waiver and L&L Temporaries Summons and Return and electronic filing of each at MA USDC - originals to J. Carey with ECF filing receipts; retrieval of electronic filing Standing Order for Judge Woodcock from MA USDC website and delivery to J. Carey for pleadings binder; receipt of two CompareRites from C. Carlson – fax of same to L. Varn and hard copies to offices of S. Miller and L. Varn.
5/24/2005	Miller, Samuel A.	2.00	\$590.00	Draft release for L&L and Flexible Funding matter.
5/24/2005	Varn, Larry L.	0.50	\$250.00	Review ECF notices and filings from federal court; review California stipulation and comment thereon.
5/25/2005	Miller, Samuel A.	1.00	\$295.00	Draft release for L&L and Flexible Funding matters.
5/25/2005	Bullock, Christopher C.	0.20	\$33.00	Check of Suffolk Flexible Funding docket on MA Trial Court website – hard copy of docket to S. Miller.
5/25/2005	Varn, Larry L.	1.00	\$500.00	Review and comment on draft settlement agreement, and confer with Mr. S. Miller pertaining thereto; review various comments from CA counsel and Mr. Linfesty; confer with Mr. Miller regarding California statute on release of unknown claims.
5/26/2005	Varn, Larry L.	0.30	\$150.00	Review and reply to emails regarding potential settlement of L&L/FF matter.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
5/31/2005	Varn, Larry L.	0.30	\$150.00	Review email from Rosenstein; emails with Mr. Linfesty, et al., regarding settlement discussions, accounting closure, etc.
6/1/2005	Miller, Samual A.	0.30	\$88.50	Phone calls with L&L's and Flexible Findings's counsel re: settlement agreement.
6/2/2005	Miller, Samual A.	0.30	\$88.50	Phone calls to L&L's and Flexible Findings attorneys re: settlement.
6/3/2005	Varn, Larry L.	0.50	\$250.00	Review updated account spreadsheet; review and comment on revised draft of settlement agreement; review and reply to emails regarding Notice of Tax Levy from IRS.
6/6/2005	Varn, Larry L.	0.30	\$150.00	Telephone conference with Mr. Miller regarding IRS Notice of Levy and potential L&L bankruptcy proceeding, possible amendment to interpleader complaint, etc.
6/6/2005	Miller, Samual A.	1.20	\$354.00	Meet with E. Cohen re: possible bankruptcy implications of a tax levy on L&L; phone call F. Linfesty re: status of and strategy for L&L matter.
6/8/2005	Varn, Larry L.	0.60	\$300.00	Review draft amended interpleader complaint; further review of IRS notice of tax levy; various emails pertaining to the foregoing.
6/9/2005	Varn, Larry L.	0.70	\$350.00	Review CA motion papers and emails with Mr. Maccauley regarding 10/7/05 hearing date; telephone conference with S. Miller regarding service of amended interpleader complaint; review email pertaining thereto.
6/9/2005	Miller, Samual A.	2.10	\$619.50	Draft and file First Amended Complaint against L&L, Flexible Findings, and IRS.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
6/10/2005	Varn, Larry L.	0.30	\$150.00	Review email from counsel to L&L; follow-up emails and telephone conference with Mr. Miller.
6/12/2005	Varn, Larry L.	0.50	\$250.00	Review various emails amongst counsel regarding L&L's settlement proposal; internal emails regarding same and FF's threat if funds are released to the IRS.
6/13/2005	Miller, Samual A.	0.70	\$206.50	E-mail correspondence with Flexible Funding and L&L counsel; phone call with Flexible Funding counsel re: resolution of litigation; meet with L. Varn re: strategy for matter.
6/13/2005	Varn, Larry L.	0.30	\$150.00	Various emails and conference with S. Miller regarding discussions as to possible settlement structure.
6/14/2005	Miller, Samual A.	1.50	\$442.50	Meet with R. Rosenstein re: status and possible settlement of L&L matter; phone call with F. Linfesty re: same; arrange for service of amended interpleader complaint on the IRS.
6/14/2005	Varn, Larry L.	0.30	\$150.00	Review FF's subpoena to Fleet Bank in CA matter.
6/15/2005	Miller, Samual A.	0.30	\$88.50	Review subpoena to Fleet for L&L matter.
6/15/2005	Varn, Larry L.	0.50	\$250.00	Telephone conference with Mr. Miller regarding inquiries from other counsel; review and comment on draft emails re same.
6/16/2005	Bullock, Christopher C.	0.20	\$33.00	Check on PACER at MA BR Court for L&L Bankruptcy – none found – meeting with S. Miller.
6/17/2005	Baird, Kathleen B.	0.40	\$76.00	Electronically file Summons with return of service on L&L Temporaries.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
6/21/2005	Baird, Kathleen B.	0.60	\$114.00	Attention to returned executed waiver of service of summons from Flexible Funding, LLC; filed same electronically.
6/21/2005	Miller, Samual A.	0.30	\$88.50	Review comments from California counsel re: Flexible Funding action.
6/27/2005	Varn, Larry L.	0.20	\$100.00	Review ECF notices from federal court regarding recent filings
6/28/2005	Miller, Samual A.	0.50	\$147.50	Review file on L&L matter.
6/29/2005	Bullock, Christopher C.	0.30	\$49.50	Search on PACER at MA BR Court for L&L bankruptcy filing – none filed yet – e-mail to S. Miller.
7/2/2005	Varn, Larry L.	0.30	\$150.00	Review email from L&L's counsel; emails with Mr. Miller pertaining thereto.
7/5/2005	Miller, Samual A.	0.30	\$88.50	Phone call from Flexible Funding's counsel regarding L&L and alleged release from IRS Levy.
7/19/2005	Varn, Larry L.	0.20	\$100.00	Review email exchange with Mr. Rosenstein.
7/25/2005	Miller, Samual A.	3.00	\$885.00	Research and draft memorandum to Iron Mountain regarding L&L and Flexible Funding matters.
7/26/2005	Miller, Samual A.	2.90	\$855.50	Research and draft memorandum to Iron Mountain regarding L&L and Flexible Funding matters.
7/27/2005	Varn, Larry L.	0.50	\$250.00	Review and comment on draft memo from SAM to R. F. Linfesty regarding analysis of exposure to IRM; confer with SAM regarding additional research and analysis as to Art. 9 notice provisions, etc.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
7/28/2005	Miller, Samual A.	1.50	\$442.50	Research and draft memorandum to Iron Mountain regarding L&L and Flexible Funding matters.
7/29/2005	Miller, Samual A.	1.00	\$295.00	Research and draft memorandum to Iron Mountain regarding L&L and Flexible Funding matters.
7/31/2005	Miller, Samual A.	3.30	\$973.50	Research and draft memorandum to Iron Mountain regarding L&L and Flexible Funding matters.
8/1/2005	Bullock, Christopher C.	0.80	\$132.00	E-mail from S. Miller; running of CheckCite, CiteRite and WestCheck programs on Exposure memorandum regarding L&L Temporaries and Flexible Funding and cite check of same.
8/1/2005	Miller, Samual A.	0.90	\$265.50	Research and draft memorandum to Iron Mountain regarding L&L and Flexible Funding matters.
8/1/2005	Varn, Larry L.	0.70	\$350.00	Review and comment on memo by S. Miller regarding UCC issues; review and reply to email from Mr. Linfesty.
8/3/2005	Varn, Larry L.	0.30	\$150.00	Review updated spreadsheet from client; various emails.
8/5/2005	Varn, Larry L.	0.20	\$100.00	Review email from counsel to F.F.
8/8/2005	Miller, Samual A.	1.00	\$295.00	Phone call with Flexible Funding counsel regarding due date for answer; met with J. Clark regarding default of L&L.
8/8/2005	Varn, Larry L.	0.10	\$50.00	Confer with S. Miller about default of L&L.
8/11/2005	Miller, Samual A.	0.30	\$88.50	Phone call with Flexible Funding counsel regarding status of matter and possible resolution.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
8/12/2005	Baird, Kathleen B.	1.40	\$266.00	Conference with S. Miller; telephone conference with Kevin Quirk regarding search for federal tax liens against L&L Temporaries; email to S. Miller and C. Bullock regarding same; attention to fax received from K. Quirk with tax liens recorded at Suffolk Registry of Deeds; electronically file Assented-to Motion to Extend Deadline.
8/12/2005	Miller, Samuel A.	0.50	\$147.50	Review answer from IRS in L&L and Flexible Funding interpleader action.
8/12/2005	Varn, Larry L.	0.60	\$300.00	Receipt and review of IRS' answer to interpleader complaint; review and approve FF's motion to extend time.
8/15/2005	Varn, Larry L.	0.40	\$200.00	Review and docket ECF filings received from Court.
8/19/2005	Varn, Larry L.	0.40	\$200.00	Review email from Mr. Macauley, and reply thereto, regarding interplay between MA and CA actions.
8/22/2005	Varn, Larry L.	0.50	\$250.00	Emails regarding possible settlement meeting; review information from CA counsel, etc.
8/22/2005	Miller, Samuel A.	2.70	\$796.50	Communications with California counsel regarding \$148,000 at issue in L&L and Flexible Funding actions; phone call with L. Varn regarding status of and strategy for L&L and Flexible Funding actions; research and review papers requesting default of L&L in Boston action; draft affidavit for default of L&L.
8/23/2005	Varn, Larry L.	0.50	\$250.00	Review and revise affidavit requested by California counsel, and emails pertaining thereto.
8/24/2005	Miller, Samuel A.	0.60	\$177.00	Conference call with Flexible Funding's Boston counsel and meet with L. Varn regarding status of and strategy for matter.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
8/24/2005	Varn, Larry L.	0.60	\$300.00	Conference call with Eric Magnusson and Richard Rosenstein regarding status of dealings with IRS, extension of time, etc.; review fact/law memo in preparation for same.
8/29/2005	Varn, Larry L.	0.20	\$100.00	Review motion filed by Flexible.
9/2/2005	Bullock, Christopher C.	0.30	\$49.50	Meeting with S. Miller regarding status of check for notices of tax liens in L&L Temporaries by Kevin Quirk, Examiner; e-mail to K. Baird on same.
9/7/2005	Varn, Larry L.	0.30	\$150.00	Review court order setting initial scheduling conference; docket dates.
9/8/2005	Varn, Larry L.	0.30	\$150.00	Review emails regarding prior relationship between IMRM and L&L.
9/8/2005	Miller, Samuel A.	1.00	\$295.00	Review interpleader complaint for details regarding when Iron Mountain alleged its relationship with L&L Temporaries commenced; meet with L. Varn regarding possible amendment to complaint; phone call with Flexible Funding's counsel regarding possible settlement with IRS; review file for invoice information.
9/12/2005	Varn, Larry L.	0.50	\$250.00	Conference regarding amended complaint, review updated account history between IMIM and L&L.
9/12/2005	Clark, Justin R.	4.60	\$989.00	Motion for Leave to Amend - Flexible Funding.
9/12/2005	Miller, Samuel A.	1.00	\$295.00	Phone call with L. Varn regarding status of and strategy for L&L Temporaries matter; draft motion to amend complaint in L&L Temporaries action.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
9/14/2005	Clark, Justin R.	2.10	\$451.50	Memorandum of Law in Support of motion for leave to amend - Flexible Funding.
9/19/2005	Miller, Samual A.	1.40	\$413.00	Draft motion to amend interpleader complaint in L&L Temporaries action; draft memorandum regarding pre-discovery schedule.
9/20/2005	Varn, Larry L.	0.20	\$100.00	Review memo re deadlines, etc., and docket dates.
9/20/2005	Miller, Samual A.	0.40	\$118.00	Revise and edit motion to amend Interpleader complaint in L&L Temporaries action; revise and edit memorandum regarding pre-discovery schedule.
9/22/2005	Varn, Larry L.	0.70	\$350.00	Review and comment on motion to file 2nd amended complaint, memorandum in support thereof, and proposed 2nd amended complaint; confer with S. Miller pertaining thereto, scheduling conference order, etc.
9/23/2005	Varn, Larry L.	0.50	\$250.00	Confer with S. Miller re local rule obligations as to motion for leave to file 2nd amended complaint, etc.; review various emails from Magnuson.
9/26/2005	Varn, Larry L.	0.50	\$250.00	Review Scheduling Memo from SAM and docket dates; forward same to F. Linfesty; confer with SAM regarding initial disclosures, etc.; receipt and quick review of prior privacy agreement between IRM and L&L.
9/27/2005	Varn, Larry L.	0.40	\$200.00	Review email from FF's counsel proposing further extension; reply to SAM pertaining thereto; review ECF filing of motion.
9/27/2005	Miller, Samual A.	0.40	\$118.00	Review motion to extend filing deadlines in L&L Temporaries matter; phone call with opposing counsel regarding the same.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
9/28/2005	Varn, Larry L.	0.40	\$200.00	Review ECF filings; review documents from client.
10/4/2005	Varn, Larry L.	0.50	\$250.00	Review order and memorandum from federal court in SFO transferring case to MA per 1404; email to Brendan Macauley pertaining thereto.
10/5/2005	Varn, Larry L.	0.60	\$300.00	Confer with SAM re transfer order; review and comment on draft email to defense counsel; review email from DOJ counsel.
10/7/2005	Varn, Larry L.	0.60	\$300.00	Review and comment on draft motion to continue Scheduling Conference and memorandum in support thereof; emails and telephone conference with S. Miller pertaining thereto.
10/7/2005	Miller, Samual A.	1.30	\$383.50	Draft motion to continue scheduling conference in L&L Temporaries and Flexible Funding action.
10/11/2005	Varn, Larry L.	0.30	\$150.00	Review various emails; review email from Judge Woodlock's clerk; review ECF filing.
10/11/2005	Miller, Samual A.	0.50	\$147.50	Telephone calls with L&L Temporaries and Flexible Fundings counsel regarding continuance of scheduling conference; draft joint motion to continue scheduling conference.
10/12/2005	Varn, Larry L.	0.50	\$250.00	Review 2 ECF filings from Court.
10/12/2005	Miller, Samual A.	0.40	\$118.00	Phone calls with L&L Temporaries and Flexible Funding's counsel regarding continuance of scheduling conference; phone call to court clerk regarding extension of scheduling conference for L&L Temporaries and Flexible Funding Action.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
10/13/2005	Varn, Larry L.	0.40	\$200.00	Review email and various documents from CA counsel; confer with S. Miller regarding order extending time, etc.
10/21/2005	Varn, Larry L.	0.20	\$100.00	Consult with S. Miller regarding default of L&L, docketing and consolidation of California action, etc.
10/24/2005	Varn, Larry L.	0.20	\$100.00	Review ECF notice from Court and docket updated scheduling conference.
11/8/2005	Miller, Samual A.	0.30	\$88.50	Phone call with Flexible Funding's counsel regarding status of pleadings.
11/10/2005	Varn, Larry L.	0.30	\$150.00	Review new docket in action transferred from California, etc.; emails pertaining thereto.
11/11/2005	Clark, Justin R.	3.10	\$666.50	Draft answer in Flexible Funding transferred case.
11/11/2005	Varn, Larry L.	0.30	\$150.00	Review docket for transferred case from CA; email to SAM re answer, forthcoming scheduling conference, etc.
11/14/2005	Miller, Samual A.	3.10	\$914.50	Attention to answer in L&L/Flexible Funding/IRS Interpleader Action.
11/14/2005	Clark, Justin R.	1.80	\$387.00	Joint memo; update of calendar.
11/15/2005	Miller, Samual A.	0.40	\$118.00	Phone call with Flexible Funding's counsel regarding timing of answers and possible consolidation of actions; email correspondence with Department of Justice attorney regarding upcoming scheduling conference.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
11/15/2005	Varn, Larry L.	0.30	\$150.00	Conferences re extensions of time, substitutions of counsel, etc.
11/15/2005	Clark, Justin R.	2.30	\$494.50	Joint memo; update of calendar.
11/17/2005	Varn, Larry L.	0.50	\$250.00	Review and comment on first draft of joint statement and discovery plan for Initial Scheduling Conference.
11/17/2005	Miller, Samuel A.	0.60	\$177.00	Draft Joint Discovery Plan for L&L Temporaries and Flexible Funding action.
11/21/2005	Varn, Larry L.	0.70	\$350.00	Review and comment on proposed Joint Statement to the Court; emails pertaining to the foregoing and to the transfer of the FF case from CA to MA, consolidation thereof, etc.; telephone conference with S. Miller regarding forthcoming Rule 16 conference.
11/21/2005	Miller, Samuel A.	0.50	\$147.50	Revise and edit Joint Discovery Plan in L&L Temporaries and Flexible Funding action; phone calls and email correspondence with opposing counsel regarding same.
11/22/2005	Varn, Larry L.	1.10	\$550.00	Review and redraft answer to amended complaint in CA action (transferred to MA); review memorandum by S. Miller and evidentiary materials in connection therewith; memo to S. Miller regarding potential third party claim against L&L and Yerdon.
11/22/2005	Miller, Samuel A.	0.70	\$206.50	Phone calls with counsel to Internal Revenue Service and Flexible Funding regarding Joint Discovery Plan and upcoming scheduling conference in L&L Temporaries and Flexible Funding action; revise and edit Joint Discovery Plan.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
11/22/2005	Bullock, Christopher C.	0.30	\$49.50	Electronic filing of Joint Statement in Iron Mountain v. L&L case at MA USDC; saving of electronic filing receipt to system and hardcopy of same to desk of J. Carey – e-mail to S. Miller on same.
11/23/2005	Varn, Larry L.	0.60	\$300.00	Further review and comment on Joint Statement pursuant to LR 16.1; telephone conference with S. Miller regarding lack of input by counsel to L&L, etc.
11/27/2005	Miller, Samuel A.	3.00	\$885.00	Draft answer to Flexible Funding complaint and draft third party complaint against L&L Temporaries and S. Yerdon.
11/28/2005	Clark, Justin R.	1.30	\$279.50	Answer in L&L case.
11/28/2005	Miller, Samuel A.	0.40	\$118.00	Meet with J. Clark regarding research for third party complaint; meet with L. Varn regarding upcoming scheduling conference in L&L Temporaries v. Flexible Funding action.
11/28/2005	Bullock, Christopher C.	0.90	\$148.50	E-mail from S. Miller requesting docket update on Flexible Funding v. L&L case at Suffolk – e-mail to Beacon requesting retrieval of two new filings; receipt of faxed copies of same from Beacon and delivery of documents to S. Miller; meeting with J. Clark and e-mail from S. Miller regarding electronic filing of Answer and Corporate Disclosure Statement and filing of same – saving of electronic filing receipts to system and hard copies to S. Miller.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
11/28/2005	Varn, Larry L.	2.50	\$1,250.00	Review and comment on updated draft of answer to Ff's amended complaint (transferred from CA to MA); review and comment on draft third-party complaint against L&L and Yerdon; telephone conference with CGM re asset search re Yerdon; internal conferences; further revisions to third party complaint and review procedures under FRCP 14(a); review underlying evidentiary material regarding representations by L&L/Yerdon; review and docket ECF filing from the Court.
11/29/2005	Miller, Samual A.	1.50	\$442.50	Review scheduling order in Flexible Funding action transferred from California; prepare for and participate in scheduling conference for the L&L Temporaries and Flexible Funding actions.
11/29/2005	Varn, Larry L.	1.00	\$500.00	Confer with SAM re scheduling conference before Judge Woodlock, deadlines, 3rd party complaint, etc.; review and docket ECF order from Judge Woodlock; review ECF filing in transferred case.
11/30/2005	Varn, Larry L.	0.20	\$100.00	Review ECF order from Judge Woodlock consolidating cases.
12/2/2005	Clark, Justin R.	0.70	\$150.50	Meeting with Sam Miller re: L&L.
12/2/2005	Clark, Justin R.	6.10	\$1,311.50	Research re: L&L matter.
12/5/2005	Varn, Larry L.	0.20	\$100.00	Review ECF order from Judge Woodlock re scheduling.
12/6/2005	Miller, Samual A.	0.50	\$147.50	Review file regarding background of L&L Temporaries and Flexible Funding matters.
12/6/2005	Clark, Justin R.	4.70	\$1,010.50	L&L research.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
12/6/2005	Varn, Larry L.	0.30	\$150.00	Confer with SAM re FF's request for original invoices, etc., informal discovery.
12/7/2005	Miller, Samuel A.	0.80	\$236.00	Revise third party complaint against S. Yerdon and L&L Temporaries.
12/7/2005	Varn, Larry L.	0.40	\$200.00	Review draft third-party complaint against L&L and Yerdon, and comment thereon; review underlying invoice data from client.
12/8/2005	Miller, Samuel A.	0.80	\$236.00	Meet with L. Varn regarding third party complaint against S. Yerdon and L&L Temporaries; revise and edit the same.
12/9/2005	Clark, Justin R.	4.60	\$989.00	L&L research.
12/9/2005	Varn, Larry L.	1.00	\$500.00	Review and comment on draft of third-party complaint against L&L and Yerdon; further review of same; discuss procedural matters with S. Miller; review ECF filing notice from Court.
12/12/2005	Baird, Kathleen B.	1.00	\$190.00	Attention to request from S. Miller; print state court docket; telephone conferences with clerk, United States District Court (Richard Nici) arranging for summonses to serve on third-party defendants.
12/13/2005	Clark, Justin R.	4.60	\$989.00	Answer to Flexible Funding counterclaim.
12/14/2005	Miller, Samuel A.	1.50	\$442.50	Draft memorandum to F. Linfesty regarding initial disclosures in L&L Temporaries and Flexible Funding matter; draft Answer to Flexible Funding counterclaim.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
12/14/2005	Varn, Larry L.	0.60	\$300.00	Receipt and review of ROI on Susan Yerdon; memo to SAM pertaining thereto; review and comment on memo from SAM to F. Linfesty regarding information necessary for initial mandatory disclosures.
12/15/2005	Clark, Justin R.	2.80	\$602.00	Attention to answer to Flexible Funding counterclaim.
12/15/2005	Miller, Samuel A.	0.70	\$206.50	Attention to answer to Flexible Funding counterclaim.
12/17/2005	Miller, Samuel A.	0.50	\$147.50	Review investigative report regarding S. Yerdon; email communications with client regarding invoices and time cards for L&L Temporaries and Flexible Funding matter.
12/18/2005	Varn, Larry L.	0.70	\$350.00	Review and revise IRM's answer to Flexible Funding's counterclaim; review of underlying evidentiary materials (contracts, purported UCC notices, etc.) in connection therewith.
12/19/2005	Bullock, Christopher C.	0.50	\$82.50	E-mails from K. Baird and J. Clark regarding electronic filing of Iron Mountain Reply to Flexible Funding Counterclaim; ECF receipt saved to system and hard copy to J. Clark with updated docket.
12/21/2005	Baird, Kathleen B.	0.50	\$95.00	Conference with S. Miller; electronically file summonses with returns of service on S. Yerdon and L&L Temporaries; telephone conference with Electronic Court Filing Help Desk regarding same.
12/21/2005	Varn, Larry L.	0.60	\$300.00	Consult with SAM regarding filings, possible settlement, etc.; review ECF filings from Court.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
12/22/2005	Miller, Samuel A.	0.80	\$236.00	Phone calls with Flexible Funding's counsel regarding settlement of L&L Temporaries and Flexible Funding matter; meet with L. Varn regarding same; review letter from IRS regarding proposed settlement of L&L Temporaries and Flexible Funding matter.
12/22/2005	Varn, Larry L.	1.00	\$500.00	Various emails; review letter from IRS re settlement amount; confer with S. Miller regarding potential liability, L&L's role in a possible settlement, etc.
12/23/2005	Miller, Samuel A.	2.50	\$737.50	Email and phone call with client regarding status of L&L Temporaries and Flexible Funding matters; email communications with Flexible Funding's counsel regarding settlement; draft Acknowledgement of Payment for S. Yerdon's execution; meeting and phone call with L. Varn regarding same.
12/23/2005	Varn, Larry L.	1.00	\$500.00	Various telephone conversations and emails with S. Miller, F. Linfesty, et al., re L&L settlement overtures, etc.; review and revise draft email from S. Miller to FF's counsel, etc.; review and comment on draft Acknowledgement by L&L and Yerdon; review and comment on updated draft.
12/29/2005	Varn, Larry L.	0.60	\$300.00	Review email and L&L spreadsheet received from Mr. Litterio; telephone call from Mr. Miller pertaining thereto.
1/3/2006	Varn, Larry L.	0.60	\$315.00	Meet with S. Miller to discuss settlement proposal from FF, advice to client, etc.; review email from DOJ/IRS regarding mechanics of effectuating settlement.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
1/3/2006	Miller, Samual A.	1.20	\$390.00	Email communication with J. Clarke regarding default papers for L&L Temporaries; meet with L. Varn regarding status of and strategy for L&L Temporaries/Flexible Funding action; email communications and phone call with Flexible Funding's counsel regarding distribution of escrowed funds; review executed acknowledgement of distribution of escrowed funds from S. Yerdon.
1/4/2006	Clark, Justin R.	3.90	\$936.00	Defaults in L&L matter.
1/5/2006	Clark, Justin R.	2.40	\$576.00	Defaults in L&L matter.
1/6/2006	Clark, Justin R.	1.90	\$456.00	Research re: L&L matter.
1/12/2006	Miller, Samual A.	1.20	\$390.00	Draft letter to Flexible Funding's counsel regarding settlement counteroffer.
1/13/2006	Varn, Larry L.	0.50	\$262.50	Review and comment on draft settlement counter-proposal; review FRE 408; review emails with Mr. Linfesty.
1/13/2006	Miller, Samual A.	2.50	\$812.50	Draft letter regarding settlement for L&L Temporaries and Flexible Funding matter; attention to papers for default of L&L Temporaries.
1/21/2006	Varn, Larry L.	0.40	\$210.00	Review response to IRM's counterproposal from counsel to Flexible Funding.
1/27/2006	Miller, Samual A.	0.30	\$97.50	Phone call with Flexible Funding's counsel regarding settlement.
1/30/2006	Varn, Larry L.	0.20	\$105.00	Confer with Mr. Miller regarding Flexible/L&L settlement.
2/1/2006	Miller, Samual A.	0.60	\$195.00	Attention to draft settlement agreement with Flexible Funding.



<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
2/2/2006	Varn, Larry L.	0.20	\$105.00	Review email from IRS lawyer; confer with S. Miller re settlement.
2/5/2006	Miller, Samuel A.	1.10	\$357.50	Attention to default papers and settlement agreement in L&L Temporaries and Flexible Funding matter; email correspondence with L. Varn regarding same and strategy going forward; formulate strategy for recovery against L&L Temporaries with minimum costs.
2/6/2006	Varn, Larry L.	0.30	\$157.50	Consult with S. Miller regarding settlement, default against L&L, Yerdon, etc.
2/9/2006	Varn, Larry L.	0.50	\$262.50	Review and revise draft settlement agreement.
2/10/2006	Miller, Samuel A.	0.30	\$97.50	Attention to settlement agreement with Flexible Funding.
2/10/2006	Varn, Larry L.	0.60	\$315.00	Review email from FF's counsel regarding draft settlement agreement; review and approve draft reply; review and comment on revised draft of settlement agreement.
2/14/2006	Miller, Samuel A.	1.00	\$325.00	Phone call to L&L Temporaries' counsel regarding possible settlement of actions; review file for copies of checks to L&L Temporaries; meet with L. Varn regarding same.
2/15/2006	Varn, Larry L.	0.60	\$315.00	Conferences with S. Miller re settlement negotiations, inquiry by L&L's new counsel, etc.
2/15/2006	Miller, Samuel A.	2.00	\$650.00	Phone call with L&L Temporaries' counsel regarding possible settlement of matter; review facsimile from L&L Temporaries' counsel; review agreements between L&L Temporaries and Iron Mountain; review Acknowledgement of Payment and Release executed by S. Yerdon; draft letter to L&L Temporaries' counsel regarding Iron Mountain's position regarding L&L Temporaries.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
2/16/2006	Varn, Larry L.	1.00	\$525.00	Review information from L&L's new counsel; review documents; review and comment on draft reply from S. Miller.
2/16/2006	Miller, Samual A.	1.00	\$325.00	Draft letter to L&L Temporaries' counsel regarding possible settlement of action; meet with L. Varn regarding same.
2/17/2006	Baird, Kathleen B.	0.80	\$156.00	Emails and conference with S. Miller; check docket and calendar and telephone conferences with Suffolk Superior Court Clerk's office regarding hearing scheduled for today in other Flexible Funding case.
2/17/2006	Varn, Larry L.	0.30	\$157.50	Consult with S. Miller re today's hearing re default of L&L.
2/17/2006	Varn, Larry L.	0.30	\$157.50	Consult with S. Miller re today's hearing re default of L&L.
2/21/2006	Miller, Samual A.	0.80	\$260.00	Review correspondence from L&L Temporaries' counsel regarding invoices covered by escrow; draft response to same.
2/22/2006	Varn, Larry L.	0.40	\$210.00	Telephone conference with S. Miller; review and comment on draft letter to counsel to L&L.
2/22/2006	Miller, Samual A.	1.00	\$325.00	Attention to and send letter to L&L Temporaries' counsel regarding invoices covered by escrow funds.
2/24/2006	Varn, Larry L.	0.30	\$157.50	Review and comment on various correspondence from SAM to other counsel.
2/25/2006	Varn, Larry L.	0.20	\$105.00	Review email from S. Miller regarding default of L&L, etc., and reply thereto.

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<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
2/25/2006	Miller, Samual A.	0.10	\$32.50	Email correspondence with L. Varn regarding strategy for L&L Temporaries' matter.
2/27/2006	Varn, Larry L.	0.40	\$210.00	Review and revise request for default of L&L and Yerdon and accompanying affidavit; emails pertaining thereto.
2/27/2006	Miller, Samual A.	0.30	\$97.50	Meet with J. Clark regarding default papers for L&L Temporaries and recovery of damages.
2/28/2006	Clark, Justin R.	2.10	\$504.00	Review of stipulation/default papers re: L&L.
2/28/2006	Miller, Samual A.	0.30	\$97.50	Attention to stipulation of dismissal for Flexible Funding and the United States.
3/1/2006	Clark, Justin R.	3.90	\$936.00	Default L&L.
3/1/2006	Miller, Samual A.	0.20	\$65.00	Attention to stipulation of dismissal for Flexible Funding and the United States through the IRS.
3/2/2006	Clark, Justin R.	1.10	\$264.00	L&L filing.
3/2/2006	Varn, Larry L.	0.70	\$367.50	Review and comment on draft stipulation and other documents from Mr. Miller; conference regarding 93A claim, default, etc.
3/2/2006	Miller, Samual A.	0.50	\$162.50	Meet with L. Varn regarding status of and strategy for L&L Temporaries' matter; correspondence with Flexible Funding's and the United States' counsel regarding stipulation of dismissal.
3/3/2006	Clark, Justin R.	3.40	\$816.00	Judgment on Default.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
3/3/2006	Miller, Samual A.	0.30	\$97.50	Meet with J. Clark regarding assets of L&L Temporaries and S. Yerdon that may be attached.
3/6/2006	Clark, Justin R.	4.50	\$1,080.00	L&L asset search.
3/7/2006	Clark, Justin R.	3.60	\$864.00	L&L/Flexible Funding matter.
3/8/2006	Clark, Justin R.	4.60	\$1,104.00	Asset search re L&L.
3/8/2006	Ells, Julie	0.30	\$58.50	E-mails J. Clark regarding UCC searches for L&L Temporaries, Inc. Memorandum Precision Corporate services ordering same.
3/8/2006	Miller, Samual A.	0.30	\$97.50	Review asset search information regarding S. Yerdon and L&L Temporaries.
3/9/2006	Clark, Justin R.	3.80	\$912.00	UCC Search and review.
3/14/2006	Miller, Samual A.	0.30	\$97.50	Review UCC filings regarding L&L and asset report regarding S. Yerdon; email correspondence and meet with L. Varn regarding collection strategy for claims against L&L and S. Yerdon.
3/19/2006	Varn, Larry L.	0.20	\$105.00	Emails with S. Miller regarding default, damages assessment, etc.
3/20/2006	Varn, Larry L.	0.40	\$210.00	Emails and consultations regarding default procedure, assessment of damages, attorneys' fees, etc.
3/20/2006	Miller, Samual A.	0.20	\$65.00	Phone call with J. Clark regarding recovery of attorney fees from L&L and S. Yerdon.
3/31/2006	Clark, Justin R.	3.10	\$744.00	Review of default.

<b>Date</b>	<b>Attorney/Paralegal</b>	<b>Hours</b>	<b>Amount</b>	<b>Description</b>
4/3/2006	Miller, Samuel A.	0.30	\$97.50	Meet with J. Clark regarding strategy for recovering on default against L&L Temporaries.
4/5/2006	Varn, Larry L.	0.50	\$262.50	Review notice of default and Standing Order re default judgment; internal conference re default judgment, 93A claim, fees claim, etc.
4/5/2006	Bullock, Christopher C.	0.20	\$34.00	Retrieval of L&L Temporaries docket at MA USDC on PACER and review of same for entry of default – docket and default to J. Clark.
4/6/2006	Miller, Samuel A.	0.10	\$32.50	Meet with L. Varn regarding strategy for collecting on default against L&L Temporaries.
4/10/2006	Clark, Justin R.	4.60	\$1,104.00	L&L Judgment on the default.
4/10/2006	Bullock, Christopher C.	0.20	\$34.00	Retrieval of docket of L&L Temporaries case on PACER at MA USDC and review for default judgment entry order – docket and document to J. Clark.
4/11/2006	Clark, Justin R.	5.10	\$1,224.00	L&L Judgment on the default.
4/12/2006	Clark, Justin R.	6.10	\$1,464.00	L&L Judgment on the default.
4/20/2006	Clark, Justin R.	4.80	\$1,152.00	Review of L&L default papers.
4/21/2006	Clark, Justin R.	3.60	\$864.00	Review of L&L default papers.
<b>TOTAL FEES</b>			<b><u>\$86,032.50</u></b>	

{B0516804; 1}

## **EXHIBIT B**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made and entered into this ~~24~~<sup>24</sup> day of February, 2006 (the "Effective Date"); by and between Iron Mountain Information Management, Inc. ("Iron Mountain") and Flexible Funding, LLC ("Flexible Funding" and, together with Iron Mountain, sometimes referred to individually as a "Party" together as the "Parties").

### Recitals

1. By written agreements dated April 20, 2004 (the "Contracts"), Iron Mountain and L&L Temporaries, Inc., a Massachusetts corporation ("L&L"), agreed, among other things, that L&L would provide temporary labor to Iron Mountain.
2. Flexible Funding alleges that it has advised Iron Mountain that Flexible Funding was the assignee of and/or held a security interest in L&L's present and future accounts and that it is entitled to direct payment of all monies owed to L&L.
3. On or about April 13, 2005, Flexible Funding filed suit against Iron Mountain in the Superior Court of the State of California, County of San Francisco, Civil Action No.: CGC 05440374 (the "California State Action").
4. On or about May 20, 2005, the California State Action was removed to the United States District Court, Northern District of California, San Francisco Division, Civil Action No. C 05-02082 JSW (the "California Federal Action").
5. On May 11, 2005, Iron Mountain filed a Complaint for Interpleader, Declaratory Judgment and Injunctive and Compensatory Relief against L&L and Flexible Funding in the United States District Court for the District of Massachusetts, Civil Action No. 05-10979 DPW (the "Interpleader Action"). On June 9, 2005, Iron Mountain filed the First Amended Complaint for Interpleader, Declaratory Judgment and Injunctive or Compensatory Relief against L&L, Flexible Funding, and the United States of America through the Internal Revenue Service, in the Interpleader Action (the "Amended Interpleader Complaint").
6. On November 30, 2005 the California Federal Action was transferred to the United States District Court for the District of Massachusetts, Civil Action No. 05-12071, and consolidated with the Interpleader Action (the "Consolidated Action" and together with the California State Action, California Federal Action, Interpleader Action, and Amended Interpleader Action, the "Flexible Funding/Iron Mountain Actions").

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained herein, the Parties, intending to be legally bound, do hereby agree as follows with effect from and after the Effective Date:

1. Iron Mountain shall pay Flexible Funding the amount of Eighty-five Thousand Dollars (\$85,000) (the "Settlement Funds"). The Settlement Funds, in the form of a check or money order paid to the order of "Flexible Funding, LLC", will be delivered by hand to attorney Christopher Litterio at Ruberto, Israel & Weiner, P.C., 100 North Washington Street, Boston, Massachusetts, within ten (10) days after the Effective Date.

2. Upon the performance of Iron Mountain's obligations pursuant to paragraph 1, Flexible Funding for itself and for and on behalf of its successors, assigns, affiliates insurers, divisions, subsidiaries and parent corporations, and the directors, officers, agents, representatives and employees of each of the foregoing, releases and discharges Iron Mountain and its successors, assigns, affiliates, divisions, subsidiaries and parent corporations, and the directors, officers, agents, representatives and employees of each of the foregoing, from and against any and all claims, actions, causes of action, obligations, liabilities, damages or demands, known or unknown, of any nature, arising out of or on account of any agreements, facts, transactions or occurrences identified in any of the pleadings filed in any of the Flexible Funding/Iron Mountain Actions.

3. Upon the release of Flexible Funding in the immediately preceding paragraph becoming effective, Iron Mountain for itself and for and on behalf of its successors, assigns, affiliates insurers, divisions, subsidiaries and parent corporations, and the directors, officers, agents, representatives and employees of each of the foregoing, releases and discharges Flexible Funding and its successors, assigns, affiliates, divisions, subsidiaries and parent corporations, and the directors, officers, agents, representatives and employees of each of the foregoing, from and against any and all claims, actions, causes of action, obligations, liabilities, damages or demands, known or unknown, of any nature, arising out of or on account of any agreements, facts, transactions or occurrences identified in any of the pleadings filed in any of the Flexible Funding/Iron Mountain Actions. This release expressly excludes Flexible Funding's obligations pursuant to paragraph 5 of this Agreement.

4. Within three (3) days after the performance of Iron Mountain's obligations pursuant to paragraph 1, (a) Flexible Funding shall voluntarily dismiss, with prejudice, all claims asserted against Iron Mountain in the Consolidated Action, and (b) Iron Mountain shall voluntarily dismiss, with prejudice, all claims asserted against Flexible Funding in the Consolidated Action.

5. Flexible Funding shall indemnify, defend, and hold harmless Iron Mountain and its successors, assigns, affiliates, divisions, subsidiaries and parent corporations, and the directors, officers, agents, representatives of each of the foregoing, if Euler Hermes ACI or any other insurer, factor or assignee of Flexible Funding, asserts any claims, actions, causes of action, obligations, liabilities, damages or demands, known or unknown, of any nature, arising out of or on account of any agreements, facts, transactions or occurrences identified in any of the pleadings filed in any of the Flexible Funding/Iron Mountain Actions, including as a part thereof all reasonable attorneys' fees and disbursements incurred by Iron Mountain in connection with or as a result of any such claims.

6. This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Massachusetts applicable to contracts executed and delivered in, and to be



performed entirely within, the Commonwealth of Massachusetts. The Suffolk Superior Court of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts shall have exclusive jurisdiction to enforce this Agreement.

7. The Parties knowingly and voluntarily waive the provisions of California Civil Code Section 1542, and acknowledge and agree that this waiver is an essential term of this Settlement Agreement and the negotiations which have led to it, and that without such waiver this Settlement Agreement would not have been entered into. The Parties have been advised by their counsel and understand and acknowledge the significance and consequence of this release and of the specific waiver of Section 1542.

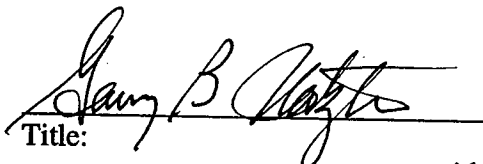
8. This Agreement contains all of the agreements of the Parties to it with respect to the matters contained herein and no prior to or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. The terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the Parties hereto have duly authorized and executed this Agreement as of the date first above written.

**IRON MOUNTAIN INFORMATION  
MANAGEMENT, INC.**

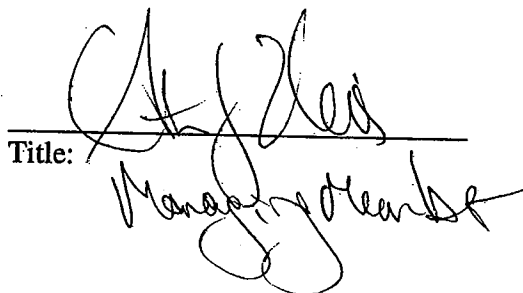
**FLEXIBLE FUNDING, LLC**

By:

  
Title:

Garry B. Watzke, Senior Vice President  
and General Counsel

By:


  
Title:



FOLD

To Remove Document Fold and Tear Along This Perforation

CHECK DATE		CHECK NO.	SUPPLIER	
23-FEB-06		6357239	FLEXIBLE FUNDING	
INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	NET AMOUNT
022306	23-FEB-06	JIM A, X2312, SETTLEMENT	0.00	85,000.00
TOTAL			0.00	85,000.00



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COSTA MESA, CA 92626  
(714) 261-2300

CHECK DATE

CHECK NO.

**PM 3:51:00**

\*\*\*\$85,000.00

VOID AFTER 90 DAYS

TWO SIGNATURES REQUIRED IN EXCESS OF \$500,000.00

FLEXIBLE FUNDING  
DEPT 77-2955  
CHICAGO, IL 60678-2955  
United States

Bank of America

*Mary Hoyer*  
*Jim A. X2312*

ATTEMPTED SIGNATURE